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11 WORLD CHANDLERING INTERNATIONAL, INC.

12 CLERK U.S. DISTRICT COURT  
13 CENTRAL DIST. OF CALIF.  
14 LOS ANGELES

15 2018 SEP 21 PM 3:56  
16 *W*

17 UNITED STATES DISTRICT COURT  
18 CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION

19 CV18-8260 SVW (FFMx)

20 TMF TRUSTEE LIMITED,

21 ) Case No. ~~2:17-ev-09010 AGR~~

22 )

23 Plaintiff,

24 ) IN ADMIRALTY

25 )

26 vs.

27 ) VERIFIED *IN REM*

28 ) INTERVENING COMPLAINT

29 M/T MEGACORE PHILOMENA,

30 )

31 her engines, boilers, tackles, and

32 ) [LAR E.13]

33 other appurtenances, etc., *in rem*,

34 )

35 HURRICANE NAVIGATION,

36 )

37 INC., a Marshall Islands

38 )

39 Corporation, *in personam*,

40 )

41 Defendants.

42 )

43 WORLD CHANDLERING

44 )

45 INTERNATIONAL, INC.

46 )

47 Intervening Plaintiff,

48 )

49 vs.

50 )

51 )

1 M/T MEGACORE PHILOMENA, )  
2 her engines, boilers, tackles, and )  
3 other appurtenances, etc., *in rem*; )  
4 and the Proceeds of the Judicial )  
5 Sale of the M/T MEGACORE )  
6 PHILOMENA, her engines, )  
7 boilers, tackles, and other )  
8 appurtenances, etc., *in rem*, )  
9 )  
10 Defendants. )  
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1 COMES NOW intervening plaintiff World Chandlering  
2 International, Inc. ("WCI") and alleges:

3  
4 1. This is a case of admiralty and maritime jurisdiction under  
5 28 U.S.C. section 1333. WCI invokes the provisions of Rule 9(h) of the  
6 Federal Rules of Civil Procedure.

7  
8 2. At all material times, WCI was and now is a company  
9 organized and existing under the laws of the State of Texas with an  
10 office and place of business at 6933 Clinton Drive, Houston, Texas  
11 77020, and a supplier of provisions to ships and other vessels.

12  
13 3. At all material times, defendant M/T MEGACORE  
14 PHILOMENA (the "Vessel") was and is an oceangoing cargo vessel (IMO  
15 No. 9456915), which was, upon information and belief, at all material  
16 times owned by Hurricane Navigation Inc. and managed by Oxygen  
17 Maritime Management, Inc. (collectively, the "Owner"), and the Vessel  
18 is and is expected to be in this judicial district during the pendency of  
19 this action.

20  
21 4. Alternatively, and upon information and belief, there was a  
22 judicial sale of the Vessel by the U.S. Marshal in September 2018, which  
23 sale resulted in the payment proceeds in the Court's registry in lieu of  
24 the Vessel. The Court has in rem jurisdiction over those undisbursed  
25 defendant Proceeds of the Judicial Sale of the M/T MEGACORE  
26 PHILOMENA (the "Substitute Res"), as to which WCI may assert an in  
27 rem claim under the Supplemental Rules of the Federal Rules of Civil

1 Procedure and the Court's Rules for Admiralty and Maritime Claims  
2 and Asset Forfeiture Actions (the "LAR").

3  
4 5. On information and belief, Hurricane Navigation Inc., at all  
5 material times, was and is a company organized and existing under the  
6 laws of the Marshall Islands, and Oxygen Maritime Management Inc.,  
7 at all material times, was and is a company organized and existing  
8 under the laws of Greece.

9  
10 6. Venue is proper in this judicial district under 28 U.S.C.  
11 section 1391(b).

12  
13 7. In or about April and May 2017, the Owner ordered various  
14 provisions, stores, and food supplies (collectively, the "Provisions") from  
15 WCI for the Vessel.

16  
17 8. On or about April 7 and May 30, 2017, the Provisions were  
18 delivered to the Vessel, as set forth in Exhibit "A," consisting of WCI  
19 invoices 34661, 34958, 34959, 34960, 34961, 34962, 34963, and 34999,  
20 together with the corresponding Delivery Tickets, attached herewith *in  
globo* as Exhibit "A."

21  
22 9. Payment of the Invoices was due 30 days from the delivery  
23 date, making payment due on May 7 and on June 30, 2017, respectively.

24  
25 10. Additionally, the Invoices stated the following agreement as  
26 to the application of the General Maritime Law of the United States and  
27 also interest to be charged:

1       *The customer agrees that the services rendered and the*  
2       *materials provided to vessels by World Chandling*  
3       *International, Inc. are "necessaries" within the meaning of*  
4       *the general maritime law of the United States and 46 U.S.C.*  
5       *31301, Et. Seq. and are supplied in reliance upon the credit*  
6       *of the vessel notwithstanding the fact that this delivery ticket*  
7       *or invoice may be addressed or sent to any agent, or other*  
8       *representative of said vessel and that payments are due upon*  
9       *receipt of this invoice according to the terms above and that*  
10       *any payments or partials thereof not received within ninety*  
11       *(90) days of invoicing will have an interest penalty of 1 and*  
12       *1/2 percent (1-1/2%), per month charge to the open invoice(s).*

13

14       11. Notwithstanding repeated demands from WCI, the Owner  
15 has made no payment to WCI for the Provisions, and the principal  
16 amount of \$13,179.65 is still due to WCI. As stated above, the WCI  
17 Invoices provide that interest will accrue on all unpaid balances at the  
18 rate of 1 and 1/2 percent per month on any open Invoices. The total  
19 interest due as of September 17, 2018, is \$264.55, as calculated in the  
20 Interest Statement attached hereto as Exhibit "B."

21

22       12. The sales of the Provisions are governed by the Maritime  
23 Law of the United States. The sales were effected by a United States  
24 based vendor, WCI, and the deliveries made in a United States port,  
25 Houston, Texas.

26

27       13. By WCI's furnishing of "necessaries" to the Vessel within the  
28 meaning of the Federal Maritime Lien Act, 46 U.S.C. section 31342 *et*

1 *seq.*, on the order of the Owner, WCI has a maritime lien against the  
2 Vessel *in rem* or, alternatively, against the Substitute Res, for the full  
3 amount of WCI's claim.

4

5       14. Under the Federal Maritime Law, Supplemental Admiralty  
6 Rule C, and LAR E.13, WCI is entitled to intervene and arrest the Vessel  
7 or the Substitute Res to enforce WCI's maritime lien.

8

9       15. The Vessel was arrested and, upon information and belief,  
10 sold by the United States Marshal for the benefit of plaintiff TMF  
11 Trustee Limited, a maritime lienholder. WCI has an interest, i.e., a  
12 maritime lien enforceable only by Supplemental Rule C, in the Vessel  
13 or, alternatively, the Substitute Res, and WCI is so situated that  
14 disposing of the action may, as a practical matter, impair or impede  
15 WCI's ability to protect its interest as a maritime lienholder because no  
16 other party adequately represents WCI's interest or can enforce its  
17 maritime lien.

18

19       16. As a result, WCI has the right to intervene in this action  
20 under LAR E.13, to enforce its maritime lien against the Vessel or the  
21 Substitute Res by filing the instant intervening complaint in paper  
22 format.

23

24       WHEREFORE, WCI prays for judgment on its complaint as  
25 follows:

26       1. That process in due form of law and according to the practice  
27 of this Honorable Court issue against the Vessel or the Substitute Res,  
28 *in rem*;

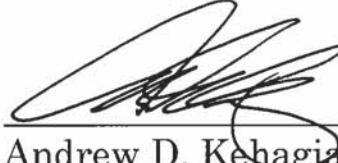
1           2. That all persons having an interest in the Vessel or  
2 Substitute Res be required to appear and answer under oath the  
3 matters above;

4  
5           3. That the Court enter judgment against the Vessel or the  
6 Substitute Res and in favor of WCI in the sum of \$13,179.65, together  
7 with pre- and post-judgment interest, costs of suit, and attorneys' fees;  
8 and

9  
10          4. For such other, further and different relief as the Court  
11 deems just and proper.

12  
13 Dated: September 21, 2018

**ROBERTS & KEHAGIARAS LLP**

14  
15          By: 

16  
17          Andrew D. Kehagiaras  
18          Attorneys for intervening plaintiff  
19          WORLD CHANDLERING  
INTERNATIONAL, INC.

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## VERIFICATION

I, Andrew D. Kehagiaras, declare:

3       1. I am an attorney at the law firm of Roberts & Kehagiaras  
4 LLP, counsel of record in the above-captioned action for intervening  
5 plaintiff World Chandloring International, Inc. ("WCI"). I am a member  
6 in good standing of the State Bar of California and I am admitted to  
7 practice before this Court. I have personal knowledge of the facts set  
8 forth in this declaration and, if called as a witness, could and would  
9 testify competently to such facts under oath.

11       2. WCI is unable to make this verification because none of  
12 WCI's officers resides or is present in this judicial district. For that  
13 reason, I make this verification on WCI's behalf and I am authorized to  
14 do so.

16       3. I have read the foregoing verified intervening complaint. The  
17 sources of the knowledge, information, and belief contained therein are  
18 information and documents furnished to me by WCI, its employees and  
19 agents. On that basis, I declare that the verified intervening complaint  
20 is true to the best of that knowledge, information, and belief.

22 I declare under penalty of perjury under the laws of the United  
23 States that the foregoing is true and correct.

25 | Dated: September 21, 2018



Andrew D. Kehagiaras